

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this “Agreement”) is made and entered into this 4th day of December, 2024, by and between the Board of County Commissioners of Douglas County, Kansas (the “County”), and Sarah Plinsky, a resident of Douglas County, Kansas (the “Employee”).

WHEREAS, the County desires to contract for services of the Employee as its County Administrator, and desires to formalize such contractual relationship, all in accordance with the laws of the State of Kansas and as set forth in this Agreement; and

WHEREAS, the Employee desires to accept such employment upon the terms and conditions set forth herein; and

WHEREAS, the parties acknowledge that Employee is a member of the International City/County Management Association (“ICMA”) and that Employee is subject to the IMCA Code of Ethics,

NOW THEREFORE, in consideration of the mutual promises herein set forth, the parties agree as follows:

Section 1. Recitals. The Recitals set forth above are incorporated herein by reference.

Section 2. Duties; Working Hours.

- a. The County shall employ the Employee as its County Administrator to perform the functions and duties as its chief administrative officer with all of the authority and powers provided therefor under the laws of the State of Kansas, the Douglas County Code, and Home Rule Resolution 86-8-7, and to perform such other legally permissible and proper functions and duties as the governing body of the County may from time to time assign. Employee may delegate those duties and functions to other County officials or employees as reasonable and appropriate.
- b. Because the parties anticipate that the Employee will perform many of her official duties outside the normal working hours for other County employees, the Employee shall be permitted to take compensatory time off, at her discretion, during normal working hours.
- c. The Employee shall be in the exclusive employ of the County. Employee will devote her full professional time and attention to her duties as County Administrator, and shall neither accept other employment nor become employed by any other employer while she is serving as the County's County Administrator.

Section 3. Term.

- a. The term of this Agreement shall be for the period commencing on the effective date of this Agreement, and shall continue until such time as the Agreement is terminated earlier by the County or the Employee in accordance with the terms hereof.
- b. Subject to the provisions of Section 4 hereof, nothing in this Agreement shall be construed to prevent, limit, or otherwise interfere with the right of the Governing Body of the County to terminate the services of the Employee at any time or with the right of the Employee to resign from her position as County Administrator of the County at any time.

Section 4. Termination and Severance Pay.

- a. In the event that, notwithstanding the Employee's willingness to continue serving as the County Administrator, the County, by majority vote of the County Commission, terminates the employment of Employee, or if the Employee is permitted to declare a termination pursuant to Section 4.c., below, the County shall pay to the Employee all contractual obligations remaining due under this Agreement through the date of termination, if any, and in addition thereto, shall pay as severance pay a lump sum cash payment equal to nine (9) months' salary, as provided in Section 5 hereof, together with all accrued vacation, and all other benefits available to County employees and shall, for a period of nine (9) months following the effective date of such termination, continue to underwrite the Employee's participation in the County's health care plan to the same extent as prevailed immediately prior to such termination (collectively, the "Severance Pay"). County may, at County's option, pay the Severance Pay to Employee in equal monthly installments over a 9-month period. However, if Employee is terminated after being convicted of any felony or any crime involving personal gain, or if Employee is terminated for fiscal impropriety, dereliction of duty, malfeasance, or violation of federal, state, or County law, policy or procedure, then the County shall have no obligation to pay any such Severance Pay or any other compensation or benefits except and only to the extent such payment is required by applicable law. If Employee accepts any of the severance benefits or payments described above, Employee will be deemed to voluntarily release and forever discharge County, the County Commission, and their employees and agents, from any and all liability arising out of the Employee's employment and/or the termination of her employment.
- b. Except as otherwise agreed to by the parties, the Employee shall give the County six weeks' written notice of any voluntary resignation from employment hereunder. In the event of such voluntary resignation and subject to Section 4.c. below, the provisions of Section 4.a. above shall not apply, no Severance Pay will be due Employee, and this Agreement shall expire on the effective date of such resignation.

c. If at any time during the term of this Employment Agreement:

- 1) The County or Legislature acts to amend any provision of the State Statutes or County Code pertaining to the role, powers, duties, authority, and responsibilities of the office of County Administrator that substantially changes the role, powers, duties, authority, and responsibility of said position, Employee shall have the right to declare such amendments to constitute termination;
- 2) The County materially reduces the base salary, compensation, or other financial benefits applicable to Employee, unless such reduction applies in no greater percentage than the average reduction of all department heads and full-time employees of the County, Employee shall have the right to declare that such reduction constitutes termination;
- 3) Employee is asked to resign in lieu of termination, whether formally or informally, by a commissioner as a representative of the majority of the Governing Body, if Employee is ready, willing, and able to perform the duties of County Administrator, then Employee may declare a termination as of the date of such resignation;
- 4) The County suspends Employee with or without pay for a period of ten (10) or more business days during any calendar year, when Employee is ready, willing, and able to perform the duties of County Administrator, then Employee shall have the right to declare that such suspension constitutes termination, unless such suspension occurs as the result of a criminal investigation of Employee or other internal investigation of allegations of fiscal impropriety, dereliction of duty, malfeasance, or violation of federal, state, or County law, policy or procedure; or
- 5) If the County materially breaches any provisions of this Agreement and has not remedied such breach within ten (10) business days of written notice from Employee, then Employee may declare a termination as of the date of such notice;

then, upon receipt of such notice, the County shall forthwith pay the Severance Pay as provided under such subsection 4.a.

d. If Employee is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or impairment for a period of four successive weeks beyond any period of FMLA leave and accrued sick leave, running concurrently per County policy, and any period of Americans with Disabilities accommodation leave, if the same is legally required, County shall have the option to terminate this Agreement. In such event, County will not be obligated to pay the Employee the Severance Pay as described in section 4.a., above.

Section 5. Salary.

During such time as the Employee is serving as the County Administrator, the County shall pay to Employee as compensation for her services hereunder an annual base salary of \$255,091.00, payable in installments at such intervals as other County employees are paid. Employee will receive annual adjustments to her salary commensurate with market and/or merit adjustments to compensation made generally to all County employees. County and/or Employee may, but are not required to, initiate a separate salary review for Employee at reasonable intervals upon request.

Section 6. Leaves and Other Benefits.

- a. The Employee shall have credited to her personal account, at the same rate or rates applicable to such other employees, all leaves afforded to management employees of the County.
- b. Group insurance, life insurance, and all other benefits provided to other employees of the County shall be made available to the Employee on like terms and conditions.
- c. County will pay Employee an annual car allowance of \$7,500, payable in equal monthly or semi-monthly installments. Employee is solely responsible for all costs of ownership, maintenance, taxes, and insurance, and for all liability, associated with the use of her vehicle.
- d. On an annual basis, County will deposit an amount equal to 10% of Employee's annual salary into a retirement account belonging to Employee. This sum will be deposited in equal monthly or semi-monthly installments or as otherwise required or authorized by applicable law. Employee will be 100% vested in funds deposited by County into her retirement account at the time of deposit.
- e. County will continue to provide a cell phone and cell phone service for Employee's use at no cost to Employee. Provided, however, if County's policies or practices regarding employee cell phone use change at some time in the future, the parties will negotiate in good faith to implement alternative arrangements for Employee's cell phone.
- f. Employee will be responsible for any and all personal income taxes due on the benefits and allowances provided pursuant to this Agreement.

Section 7. Professional Development.

- a. The County shall budget for and pay the professional dues and subscriptions incurred by the Employee for her participation in such national, regional, state and local associations or organizations as she deems necessary or desirable for her continued professional development and advancement and for the good of the

County; provided, that with respect to local associations and organizations, the County's obligation shall be for payment for one civic club of Employee's choice.

- b. The County shall budget for and pay the reasonable travel, registration and subsistence expenses incurred by the Employee in the course of her attendance at or participation in such meetings, conferences, or other function as she deems necessary to adequately discharge official and ceremonial functions on behalf of the County, including but not limited to the annual conferences or conventions of the International City Management Association, the National Association of Counties, the Kansas City/County Managers Association and any such national, regional, state, and local groups and committee thereof upon which the Employee serves as a member.
- c. The County shall budget and pay for travel and subsistence expenses incurred by the Employee for short courses, seminars, and institutes which she deems necessary for her professional development and for the good of the County.

Section 8. Other Terms and Conditions of Employment.

- a. In addition to benefits specifically enumerated in this Agreement, all provisions of the County Code and other rules and regulations of the County relating to vacation and sick leave, retirement and pension system contributions, holidays and other benefits and working conditions, as they now exist or may hereafter be amended, shall apply to the Employee in the same way as to other management employees of the County, but not cumulatively with the same benefits expressly provided for elsewhere in this Agreement.
- b. During the term of this Agreement, Employee must have and maintain her primary residence in Douglas County. This means that Employee's home and domestic living activities will be primarily in Douglas County and not elsewhere.
- c. The County, in consultation with the Employee, may fix any such other terms and conditions of employment relating to the performance of the Employee as it deems appropriate from time to time; provided, that such terms and conditions are not inconsistent with or in conflict with the express provisions of this Agreement, the County code or any other law or regulation.

Section 9. Risk Allocation.

The parties acknowledge the applicability of the Kansas Tort Claims Act, K.S.A. 75- 6101, et seq. (the "KTCA"), to the Employee. The Employee shall be afforded all of the rights and protections afforded public employees generally pursuant to the KTCA, including but not limited to those rights and protections relating to alleged violations of state or federal civil rights laws. The Employee may be afforded such additional rights and protections with respect to civil actions to which she is made a party, as the County may from time and time deem appropriate.

Section 10. Annual Performance Evaluation.

At least once annually, the Governing Body of the County shall provide review and consultation with the Employee as appropriate to ensure adequate communication and direction concerning performance of the Employee. Either party may request review at more, but not less, frequent intervals.

Section 11. Bond.

The County shall bear the full cost of any fidelity or other bonds required of the Employee.

Section 12. Advice of Counsel; Knowing and Voluntary Agreement.

The parties acknowledge and agree that they have read, and that they comprehend and understand, this Agreement and each and every term and condition hereof. Employee has been advised that she has the right to consult with independent counsel of her choosing, and acknowledges and agrees that she has had the opportunity to do so prior to executing this Agreement. Employee further acknowledges and agrees that she is entering into this Agreement knowingly and voluntarily and with the full intent and desire to be bound by the terms hereof.

Section 13. No Reduction of Benefits.

County shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the same degree of any such reduction across-the-board for all employees of County.

Section 14. General Provisions.

- a. This Agreement sets forth shall the entire agreement between the parties with respect to the subject matter hereof. All previous understandings, discussions, negotiations or agreements by and between the parties are superseded and of no force or effect.
- b. No party is relying on any promise or representation not expressly set forth in this Agreement.
- c. This Agreement cannot be changed, modified, or amended in any manner except in writing, signed by both of the parties.
- d. Failure of any party to enforce a right or obligation created by this agreement shall not constitute a waiver or bar any subsequent enforcement of rights or obligations created by this Agreement.

- e. Except as expressly provided herein, neither party shall assign rights or delegate duties arising from this Agreement without first obtaining the express written consent of the other.
- f. Should any provision of this Agreement or any portion thereof, be held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed as severable, shall not be affected and shall remain in full force and effect.
- g. This Agreement is governed by Kansas law.
- h. Notices pursuant to this Agreement will be given by deposit in the U.S. Mail, postage pre-paid, addressed as follows:
 - (i) County: Chairperson, Board of County Commissioners, Douglas County, Kansas, 1100 Massachusetts Street, Lawrence, Kansas 66044.
 - (ii) Employee: Sarah Plinsky, 400 Nancy Court, Lawrence, Kansas 66049.

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notices shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission by the U.S. Postal Service.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

**BOARD OF COUNTY
COMMISSIONERS
DOUGLAS COUNTY, KANSAS**

EMPLOYEE

By: _____
Karen Willey, Chairperson

Sarah Plinsky

ATTEST:

Jamie Shew, County Clerk